

Standard Form of Agreement Between Owner and Design-Builder — Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the 21st day of August in the year of 2006, by and between the following parties, for services in connection with the Project identified below:

OWNER:

McCormick & Company, Inc.
18 Loveton Circle
Sparks, MD 21552

DESIGN-BUILDER:

Shambaugh & Son, L.P.
7614 Opportunity Drive
P.O. Box 1287
Fort Wayne, IN 46801

PROJECT:

Condor

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1 Agreement

1.1 Design-Builder hereby agrees to perform the Engineering and Construction Services defined by the Scope of Services contained in Exhibit A and made a part herein. The Engineering and Construction Services are to be purchased by the Owner in accordance with the terms and conditions of this Agreement.

Article 2 Scope of Services

2.1 Design-Builder shall perform all Engineering and Construction Services, and provide all material, equipment, tools and labor, necessary to complete the Work described in, and reasonably inferable from, the Contract Documents.

2.2 Design-Builder shall provide Engineering and Construction Services to conform to the requirements set forth in the Scope of Services.

2.3 It is understood by Design-Builder that Owner intends to use the Work primarily for the expansion and consolidation of the ketchup, jelly and salad dressing production activities and for the expansion of the cold storage capacity at the South Bend Condiment Plant. Design-Builder acknowledges that Owner is relying on Design-Builder's expertise and reputation for quality in selecting the Design-Builder to perform the Work in accordance with Exhibit A.

2.4 CHANGE REQUEST:

- .1 If changes to the Scope of Services are requested by Owner, Design-Builder will give each such request its prompt attention. Design-Builder will promptly respond by stating in writing what effect, if any, such changes will have on the Purchase Price, Completion Dates, Standard of Care, Indemnification or other provisions of this Agreement. In the absence of a written statement from Design-Builder regarding Standard of Care and Indemnification, it shall be conclusively presumed that the Standard of Care and Indemnification provisions of this Agreement shall apply without modification should Owner elect to amend the Scope of Services with the change pursuant to Paragraph 2.5 of this Section.

2.5 CHANGE ORDERS:

- .1 If changes in the Scope of Services are elected by Owner to be incorporated into this Agreement, it is understood that any such changes shall be made by Design-Builder. Any such changes to the Scope of Services shall be evidenced by a Change Order. Such Change Order shall amend the Scope of Services appropriately to incorporate the change and acknowledge the effect, if any, of the change on the GMP, Completion Date and Standard of Care or Indemnification provisions of this Agreement. Such Change Orders shall be signed by an authorized representative of Owner.
- .2 Should Design-Builder be unable to accept a Change Order as written, Design-Builder will notify Owner within ten (10) working days of its receipt. Otherwise, Design-Builder's silence will be construed as its acceptance.

2.6 TECHNOLOGICAL ADVANCEMENTS

Design-Builder shall promptly advise Owner of any improvements or modifications in existing technology which they may become aware of which may enhance the value or efficiency of the Work to the owner (e.g., better performance, design, material, longer useful life, etc.) as such improvements and modifications arise during the course of this Agreement which may result in the Engineering and Construction Services having added value. Should Owner elect to incorporate such advances it shall do so pursuant to Paragraph 2.5 of this Article 2.

2.7 DESIGN-BUILDER COOPERATION WITH OWNER'S THIRD PARTY AUTOMATION CONTRACTOR

In addition to the provisions of Section 2.7.5 of DBIA Document 535 (We are in the process of reviewing this document), should any part of the Work fail to operate as designed and the cause of the failure cannot readily be attributed to a specific party, the Design-Builder agrees to jointly troubleshoot the Work's failure with the Owner's Automation Contractor until the cause of the failure is determined.

Article 3 Contract Documents

3.1 The Contract Documents are comprised of the following:

- .1 All written modifications, amendments (including, as applicable, Exhibit A referenced in Section 6.5.1.1 herein or the GMP Proposal accepted by Owner in accordance with Section 6.5.2 herein) and change orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (1998 Edition) (AGeneral Conditions of Contract@)(We are in the process of reviewing this document);
- .2 This Agreement, including all exhibits and attachments;
- .3 Written Supplementary Conditions, if any, to the General Conditions of Contract;
- .4 The General Conditions of Contract;
- .5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;
 - .1 **Specifications: Exhibit A**
 - .2 **Drawings: Exhibit A**
 - .3 **Addendum: None at signing date**
- .6 Owner's Project Criteria; and

- .7 The following other documents, if any:
McCormick purchase order #

Article 4 Interpretation and Intent

4.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 3 herein.

4.2 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

4.3 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 5 TITLE & SECURITY INTEREST

OWNER

5.1 To secure Owner's progress payments prior to the completion of the Engineering and Construction Services, title to and first security interest in any work in progress and materials required for the execution Owner shall own, or have a perfected security interest in any work in progress and materials required for the execution of Design-Builder's obligations hereunder, and any work which Design-Builder may subcontract hereunder.

5.2 Both parties agree to pay the bills of their respective suppliers promptly if properly owed and to comply with reasonable requests for evidence of payment. However, either party shall have the right to withhold payment to any of its suppliers who have furnished defective, substandard or incorrect materials or workmanship. Each party agrees to protect the interest of the other as defined in this Section by not permitting any liens, encumbrances or claims for labor or material to attach to the Work.

5.3 Design-Builder shall, for the protection of Owner, demand from all vendors, and subcontractors a warranty with respect to any machinery, equipment, materials and services provided by such vendor or subcontractor, which shall be transferred to Owner. Design-Builder's liability with respect to such machinery, equipment, materials and services shall be limited to procuring, reviewing and submitting warranties from such vendors and subcontractors, and rendering all reasonable assistance to Owner for the purpose of enforcing the same. Concurrent with payments to any vendor or subcontractor, Design-Builder shall obtain a waiver of lien rights.

5.4 Work Product. All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement prior to substantial completion, are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including the copyrights thereto.

5.5 Title to Work Product Upon Payment in Full. Upon Owner's payment in full for all Work performed under the Contract Documents, all drawings, specifications and computer programs which are prepared solely for McCormick and initially prepared by Design-Builder pursuant to this Agreement which McCormick may require Design-Builder to supply in accordance with this Agreement shall become the property of McCormick, conditioned on Owner's express understanding that its use of the Work Product is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the Indemnified Parties).

5.6 Owner's Limited License Upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates the Project for its convenience as set forth in Article 10 herein, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract (We are in the process of reviewing this document), Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, conditioned on the following:

- .1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party.

5.7 Owner's Limited License Upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract and (i) it is determined that Design-Builder was in default and (ii) Owner has fully satisfied all of its obligations under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's completion and occupancy of the Project. This limited license is conditioned on Owner's express understanding that its use of the Work Product is at Owner's sole risk and without liability or legal exposure to any Indemnified Party.

5.8 Owner's Indemnification for Use of Work Product. If Owner uses the Work Product under any of the circumstances identified in this Article 5, Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use of the Work Product.

Article 6 Contract Time

6.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed (Date of Commencement) unless the parties mutually agree otherwise in writing.

6.2 Substantial Completion and Final Completion

6.2.1. Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:

Substantial completion PC Ketchup/CIP	September 20, 2006
Substantial completion PC Premix 3, Salad Dressing	February 9, 2007
Substantial completion PC Jelly	February 16, 2007

6.2.3 Design-Builder acknowledges that the time of completion of the Work is of the essence. Therefore, Design-Builder agrees to cause the Work to be completed as outlined in the COMPLETION DATES/SCHEDULE, Exhibit B.

.1 If Design-Builder anticipates non-compliance with any of the substantial completion dates required by the COMPLETION DATES/SCHEDULE resulting from delays in receiving required information from Owner, Design-Builder shall notify Owner, in writing, of the anticipated non-compliant COMPLETION DATES so that the COMPLETION DATES/SCHEDULE can be modified as mutually agreed to by Owner and Design-Builder.

.2 Owner shall have the right, at no additional charge, to postpone the delivery of the Work (or any component herein) for a period of sixty (60) days maximum. In the event of such a postponement, Owner shall have the right to delay its uncompleted work progress payment(s) for such Work by a number of days equal to the delay in performance.

.3 If completion of Work is delayed by Design-Builder for a period in excess of ten (10) business days after any of the substantial completion dates required by the COMPLETION DATES/SCHEDULE, the delay shall be considered an irreparable delay of this Agreement.

.4 In the event that completion of the Work is delayed ~~business days~~ beyond any of the Scheduled Substantial Completion Dates for reasons other than a delay caused by the Owner, the Owner's third party Automation Contractor or a delay caused by an event of force majeure, it is agreed that such a delay will cause significant harm to the Owner and that it will be difficult, if not impossible to calculate the amount of Owner's damages. In such event, the Design Builder shall pay the Owner liquidated damages in the amount of Fourteen Thousand Dollars (\$14,000) per business day for each day that the Work remains incomplete beyond the Scheduled Substantial Completion Date. Such liquidated damages shall continue for as long as it takes the Owner to complete the Work on its own or through others.

.3.4 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable.

6.2.4 All of the dates set forth in this Article 6 (Contract Time(s)) shall be subject to adjustment in accordance with the General Conditions of Contract.

6.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

Article 7
Contract Price
~~Error!~~

7.1 Contract Price

7.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price (Contract Price) equal to Design-Builder's Fee (as defined in Section 7.2 herein) plus the Cost of the Work (as defined in Section 7.3 herein), subject to any GMP established in Section 7.5 herein and any adjustments made in accordance with the General Conditions of Contract.

7.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

7.2 Design-Builder's Fee

7.2.1 Design-Builder's Fee shall be:

See Partnership T&M Agreement, Exhibit C_____

7.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

See Partnership T&M Agreement, Exhibit C_____

7.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

- .1 Wages of direct employees of Design-Builder performing the Work at the Site or at locations off the Site.
- .2 The costs for those employees of Design-Builder performing professional services shall be those rates set forth in Exhibit D_____ to this Agreement.
- .3 Wages or salaries of all other Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.
- .4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 7.3.1 through 7.3.3 herein.
- .5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
- .6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

- .7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such defective, damaged or nonconforming Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and credit Owner if recovery is obtained.
- .8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
- .9 Costs less salvage value of materials, supplies, temporary facilities, machinery and equipment that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
- .10 Costs of removal of debris and waste from the Site.
- .11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.
- .12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery and equipment which are provided by Design-Builder at the Site, and rented from Design-Builder or others, and incurred in the performance of the Work. The rental rates for any equipment shall be charged at 90% of the most current edition of the AED rates.
- .13 Premiums for insurance, other than payroll and bonds required by this Agreement or the performance of the Work.
- .14 All fuel and utility costs incurred in the performance of the Work.
- .15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- .16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.
- .17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- .18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- .19 Deposits which are lost, except to the extent caused by Design-Builder=s negligence.

- .20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.
- .21 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- .22 Small tools shall be defined as having a value of \$500 or less. Small tools, whether purchased for the job, rented, or provided from Shambaugh stock, shall remain Shambaugh property. Costs for this item is to be covered by a 4 % fee against the total labor costs including fringes, taxes, insurance and mark-up for personnel in direct employment of Contractor.
- .23 Consumables shall be covered by a 4 % cost against the total labor costs including fringes, taxes, insurance and mark-up for personnel in direct employment of Contractor. (see Exhibit E for list of consumables)
- .24 Costs for pre-fab shop tools, consumables and utilities in the amount of \$9.00 per fabrication hour worked.

7.4 Non-Reimbursable Costs

The following shall be excluded from the Cost of the Work:

- .1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 7.3.1, 7.3.2 and 7.3.3 herein.
- .2 Overhead and general expenses, except as provided for in Section 7.3 herein, or which may be recoverable for changes to the Work.
- .3 The cost of Design-Builder's capital used in the performance of the Work.
- .4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

7.5 The Guaranteed Maximum Price

7.5.1 GMP Established Upon Execution of this Agreement

7.5.1.1 Design-Builder guarantees that it shall not exceed the GMP of ???? (\$.00). Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. Documents used as a basis for the GMP are identified in Exhibit A to this Agreement.

7.5.1.2 The GMP includes a Contingency in the amount of six hundred seven thousand dollars (\$607,000.00) which is available for Design-Builder's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, costs in correcting defective, damaged or nonconforming Work, design errors

or omissions and Subcontractor defaults. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents.

7.5.2 GMP Established after Execution of this Agreement

7.5.2.1 GMP Proposal. If requested by Owner, Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

- .1 A proposed GMP, which shall be the sum of:
 - i. Design-Builder's Fee as defined in Section 7.2.1 herein;
 - ii. the estimated Cost of the Work as defined in Section 7.3 herein, inclusive of any Design-Builder's Contingency as defined in Section 7.5.1.2 herein; and
 - iii. if applicable, any prices established under Section 7.1.2 herein.
- .2 A list of the drawings and specifications, including all addenda, used as the basis for the GMP proposal;
- .3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications;
- .4 The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 6.2 herein, and a schedule upon which the Scheduled Substantial Completion Date is based;
- .5 If applicable, a list of allowances and a statement of their basis;
- .6 If applicable, a schedule of alternate prices;
- .7 If applicable, a schedule of unit prices;
- .8 If applicable, a statement of Additional Services; and
- .9 The time limit for acceptance of the GMP Proposal.

7.5.2.2 Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

7.5.2.3 Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

7.5.2.4 Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- .1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 7.5.2.3 above;
- .2 Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 7.1 herein without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or
- .3 Owner may terminate this Agreement for convenience in accordance with Article 10 herein; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 10.2 herein.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 herein.

7.5.3 Savings

7.5.3.1 Savings Incentive

If the sum of the actual Cost of the Work and Design-Builder's Fee is less than the GMP (excluding the contingency fund) the difference shall be shared as follows: Fifty percent, (50%) to Design-Builder and fifty percent (50%) to Owner. Should liquidated damages be incurred by the Design-Builder, they will be deducted from the Design-Builder's shared savings payment. In the event of both shared savings, and early completion bonus, the shared savings shall be paid first, with schedule bonus paid subsequently only if GMP not exceeded by that schedule bonus.

7.5.3.2 Savings shall be calculated and paid as part of Final Payment under Section 8.2 herein, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, Design-Builder shall be entitled to payment from Owner for that portion of such costs that were distributed to Owner as Savings.

Article 8

Procedure for Payment

8.1 Progress Payments

8.1.1 Design-Builder shall submit to Owner on or about the thirty-first _____ (31st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

8.1.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

8.1.3 If Design-Builder's Fee under Section 6.2.1 herein is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by

Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

8.2 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

8.3 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of prime plus one _____ percent (1 %) per annum.

8.4 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an open book arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment.

8.5. INVOICING

Design-Builder shall post all invoices submitted hereunder to:

McCormick & Company, Incorporated
 USIG SB Condiment Plant
 P.O. Box 6500
 Sparks, Maryland 21152

Said invoices shall be in duplicate and shall reference the purchase order number noted in Article 3 (there is no purchase order referenced in Section 3). Should Owner's Purchase Order contain more than one item, Design-Builder's invoice will make the proper reference. Design-Builder understands that its failure to follow this requirement may result in delayed payments by Owner.

Article 9 Standard of Care

9.1 Design-Builder represents that the Engineering and Construction Services will be performed in accordance with the requirements set forth in the Scope of Services and that all other Work and documentation required by the Contract Documents will be performed in a workmanlike manner and, to the extent that the Design-Builder knows or has reason to know of the purpose for which the Engineering and Construction Services and the Work are intended, such Services and Work will be fit and sufficient for such purpose. The applicable Standard of Care principles for Engineers performing similar services in the locale are incorporated as part of this Agreement.

9.2 In the event of a breach of the Standard of Care outlined in Section 9.1 during the Standard of Care Period, Design-Builder shall without undue delay correct, replace or modify any drawings, specifications, or other Contract documents and repair, restore or perform any other Work

necessary to correct said breach by Design-Builder.

9.3 Owner shall have the right to effect the correction of any and all errors or omissions of Design-Builder if Design-Builder shall have previously authorized such action, or, if in Owner's reasonable business judgment, Design-Builder is unable or unwilling to effect the correction. In the event that Owner elects to take this action it shall be entitled to deduct from any amounts owing to Design-Builder the direct costs incurred in remedying the breach of Standard of Care. Should Owner make such deduction, Owner will furnish its bills and other documentation as it may have in its possession on request. Owner's action to effect cure of any warranty breach shall not relieve Design-Builder of any of its obligations hereunder except to the extent that Owner's correction effort shall have directly caused further errors in the Work.

9.4 Owner shall give Design-Builder prompt notice of all errors known to it, confirmed in writing. Upon receipt of such notice, Design-Builder shall promptly and without undue delay notify Owner of its intentions and preferences to effect correction of the Engineering and Construction Services.

9.5 Design-Builder warrants that none of the Engineering and Construction Services, the use herein or any of the applications, processes or designs employed in the manufacture herein, infringes the valid claims of any letters patent application, copyright, trade secret or any other property right of any third party.

9.6 In the event of a breach or alleged breach by Design-Builder of any term, provision, representation or warranty as set forth in this Agreement, Design-Builder shall, at its own expense, defend any suit or proceeding brought against Owner, with counsel acceptable to Owner, and shall fully protect and indemnify Owner against any liability, cost, recovery, or other expense in or resulting from such suit or claim of infringement (including attorneys' fees). No settlement of such suit shall be made without the consent of Owner. Owner shall give prompt notice of any notice or claim of such suit and Owner agrees to cooperate with Design-Builder to enable it to make such defense.

9.7 If, in any suit or proceeding, said Engineering and Construction Services or other Work, any part therein, is held to constitute an infringement of the rights of any person and the full or partial use of the Engineering and Construction Services or Work is enjoined, Design-Builder shall, at no cost to Owner, (i) obtain for Owner a license to use the Engineering and Construction Services or the Work (ii) modify the Engineering and Construction Services or Work so as to avoid the infringement without any degradation in performance. If Design-Builder cannot obtain such a license, or if the Engineering and Construction Services or Work cannot be so modified, or if as a result of any suit of infringement or alleged infringement, Design-Builder may elect or be prevented from delivering the Engineering and Construction Services or the Work any part or component therein, Design-Builder shall promptly refund to Owner all money paid by Owner for the Engineering and Construction Services and the Work, plus interest on such funds at a rate equal to the highest prime rate of interest as published in the "Money Rates" column of "The Wall Street Journal", accounting from the date of payment of such funds to Design-Builder through the date of repayment to the Owner (the "Make Whole Rate"). Except as otherwise in this Agreement provided, each party shall have all rights and remedies accorded to them by applicable law.

Article 10
Termination for Convenience

10.1 Without limiting any rights or remedies which Owner may have in the event of any default or failure of performance by Design-Builder, Owner shall have the right, upon ten (10) days prior written notice to Design-Builder, to terminate this Agreement at any time and without cause prior to completion date. Any such termination shall be without any obligation or liability to Design-Builder other than payment of charges for the cost of services, for necessary expenditures which can be established by Design-Builder as having been reasonably incurred, prior to the time that notice of termination is given, and a cancellation fee equal to ten percent (10%) of the remaining balance of the GMP. Any progress payments of the Purchase Price shall be credited against the amount of such charges, and in the event the payments exceed the charges the excess shall be returned to Owner. In the event of any termination for cause, Owner shall be entitled to such materials, work in process and completed Work included as value of work performed.

10.2 If Owner terminates this Agreement pursuant to Section 10.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 herein.

10.4

Article 11
CANCELLATION

11.1 If Design-Builder shall fail to comply with the Scope of Services in any material respect, or if it shall fail to comply with any other material provision of this Agreement, then Owner may, without prejudice to any other right or remedy and upon giving ten (10) days prior written notice, cancel this Agreement in whole or in part and/or reject all or part of the Engineering and Construction Services herein whether or not the performance herein has been completed. Design-Builder shall pay damages equivalent to the difference in price between the Engineering and Construction Services to be delivered hereunder and the equivalent substitute Engineering and Construction Services, and such other damages as Owner may have experienced as a result of the Design-Builder's breach.

Article 12
Representatives of the Parties

12.1 **Owner's Representatives**

12.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Jim Radin

12.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Jay Stout

12.2 **Design-Builder's Representatives**

12.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Jeff Johns
VP Design/Build
7614 Opportunity Drive
Fort Wayne, IN 46825

12.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Dan Ritzert
Program Manager
7614 Opportunity Drive
Fort Wayne, IN 46825

Article 13 **INSURANCE AND BONDS**

13.1 Design-Builder agrees, at its own expense, to procure and carry suitable fire, sprinkler leakage and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Engineering and Construction Services and the Work. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of Owner as its interest may appear.

13.2 Should the execution of Design-Builder's obligations hereunder require Design-Builder's employees or agents to work on Owner's premises, Design-Builder shall secure, at its own expense, and prior to such activity, (i) Workmen's Compensation and Occupational Disease Insurance as required by law; (ii) Comprehensive Public Liability Insurance in limits of not less than \$500,000 per person and \$2,000,000 in aggregate on all claims; and (iii) liability insurance against damage to property of not less than \$500,000.

13.3 All insurance maintained by Design-Builder shall be in companies acceptable to the Owner. Upon written notice by the Owner, Design-Builder shall provide certificates of insurance evidencing such insurance signed by an authorized representative of the insurance company. In the event of any material change in or cancellation of the coverage, at least ten (10) days prior written notice will be given to Owner.

13.4 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

None required

13.5 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain Builder's Risk insurance throughout the duration of the Work.

Article 14 Acceptance

14.1 On the Acceptance Date, Owner shall certify to Design-Builder, in writing, its acceptance of the Engineering and Construction Services provided that the Design-Builder shall have demonstrated its performance to be in accordance with the Scope of Services. The acceptance of the Engineering and Construction Services shall in no way release Design-Builder of its obligations hereunder (Standard of Care or otherwise).

14.2 In the event that the review of the Engineering and Construction Services identifies areas of performance non-conformance which in Owner's judgment do not materially impair Owner's use of the Engineering and Construction Services in the short term, Owner shall have the option to certify its provisional acceptance of the Engineering and Construction Services. In this case, Owner shall itemize those areas in which the Engineering and Construction Services have failed to meet the requirements of the Scope of Services. Design-Builder shall acknowledge said list and inform Owner, in writing, as to when the non-conformance shall be corrected. Design-Builder agrees that time is of the essence with regard to such modifications. Owner shall have the right to withhold payment of any funds normally due by virtue of acceptance. The amount of the payment withheld shall be determined by Owner and shall be reasonably commensurate with the reduced value of the Engineering and Construction Services. Upon completion of the modifications by Design-Builder, it shall notify Owner of same and the performance review shall be performed in its entirety should Owner elect to do so. Should Design-Builder fail to meet the corrective modification completion date, Owner may, at its option, revoke its provisional acceptance and use any of its remedies as may be provided herein or by applicable law.

Article 15 Reviews

15.1 To enable Owner to evaluate Design-Builder's progress in the performance of the Engineering and Construction Services, Design-Builder within ten (10) days after execution of this Agreement, shall supply Owner with a schedule, indicating the planned duration of the engineering effort and will report on the first day of each month to Owner as to progress. This report will be given in such a manner as to enable Owner to evaluate the progress being made by Design-Builder in the major engineering phases as against the engineering schedule.

15.2 Within ten (10) days from acceptance of any Change Order submitted pursuant to this Agreement, Design-Builder shall also submit an updated schedule reflecting any changes in the engineering schedule resulting from the changes.

15.3 During the period Design-Builder is performing the Engineering and Construction Services, Owner shall have the right of access to any of Design-Builder's facilities as may be necessary to allow Owner to review Design-Builder's progress, verify that the Engineering and Construction Services are being performed in accordance with the Scope of Work, and verify that [REDACTED]

[REDACTED] To expedite these reviews and maintain continuity, the parties shall each nominate one person (set forth below) to act as their companies' respective coordinators for information flow between companies. It is understood that these coordinators shall be responsible for exchanging project information only. All notices of legal or commercial importance shall be made pursuant to Section 19 herein.

Project Coordinator: Owner -Joe Sabota, Project Engineer

Design-Builder -Jeff Johns, Vice-President

15.4 McCormick shall have the right to audit and inspect Design-Builder's records and accounts covering costs hereunder at all reasonable times during the course of the services and for a period of one (1) year after the acceptance herein pursuant to Section 8.4herein; provided, however, that the purpose of any such audit shall be only for verification of such costs.

Article 16 McCormick Safety and Security Policies

16.1 Design-Builder agrees that, while its personnel are on Owner's premises, they will abide by Owner's normal Work rules.

16.2 Design-Builder will conduct a background check of each employee, at its own expense, before assigning any individual to work in the Owner's facility. The Design-Builder will also adjudicate the results of the background investigation to confirm and corroborate information provided by the applicant to substantiate their bona fides. The Design-Builder is responsible for complying with the Fair Credit Reporting Act and all applicable State and Local Statutes. The investigation and adjudication will include a criminal history and Social Security check to determine if the employee was ever convicted of a crime, had pled guilty to any other criminal charge except minor traffic violations and has used for other purposes the claimed Social Security identification number. The Owner reserves the right to audit the Design-Builder's background file, as it pertains to this policy. Such audits will be undertaken with advance notice to the Design-Builder to permit sufficient time for assembly of the records and documentation.

Article 17 Compliance with Laws

17.1 During the performance of its obligations hereunder,Design-Builder agrees that it will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin. The Design-Builder will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin.

17.2 The Design-Builder will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor. Upon written request, the Design-Builder will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations and orders of the Secretary of Labor.

17.3 The Design-Builder shall include the provisions of Section's Paragraphs 17.1 and 17.2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the

Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor.

17.4 The Engineering and Construction Services will be performed in a work environment which will comply with the provisions of OSHA, all similar state and local acts, and any standards and regulations issued thereunder. Design-Builder agrees that any failure to comply which would result in a delay in Design-Builder's performance of its obligations hereunder shall not in any way excuse Design-Builder from the performance of its obligations under this Agreement.

17.5 Design-Builder represents that the Engineering and Construction Services shall be performed as to comply with OSHA and any and all Federal, State and local acts, regulations or codes to the extent that the provisions and standards set forth therein apply to the Engineering and Construction Services. This compliance shall be limited to all standards, regulations issued and/or interpretations (in citations or judgments made) prior to the commencement Date.

17.6 Design-Builder agrees to indemnify, defend and hold Owner harmless from and against any and all liability, loss or expense which may arise as a result of any breach of the Contract Documents by the Design Builder, its agents, servants, and employees and any intentional, willful, or negligent acts or omissions of Design-Builder, its agents, servants, or employees.

17.7 Owner agrees to indemnify, defend and hold Design-Builder harmless from and against any and all liability, loss or expense which may arise as a result of any breach of the Contract Documents by the Owner, its agents, servants, and employees and any intentional, willful, or negligent acts or omissions of Owner, its agents, servant and employees. Owner shall furnish to Design-Builder a Certificate of Insurance upon request.

17.8 Design-Builder agrees to assist, on an emergency basis, should Owner be enjoined from using the Engineering and Construction Services as a result of a code or health act violation or citation due to changes in such code or acts after the commencement Date. It is understood that such redesign and modification effort shall be paid for by Owner based on Design-Builder's actual costs to do the work and a reasonable premium for emergency basis assistance should it be necessary.

17.9 The Design-Builder agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now and hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**Article 18
Bankruptcy**

18.1 If Design-Builder shall be adjudicated insolvent or bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, Owner may without prejudice to any other right or remedy terminate this Agreement and at its option may take possession of the Engineering and Construction Services and finish the Work by whatever method Owner may deem expedient. At Owner's request, Design-Builder will fix appropriate notices or labels on the Engineering and Construction Services documents under this Agreement to indicate ownership by Owner. To the extent reasonably possible, materials and work in process pertaining to the Engineering and Construction Services shall be stored separately from other stock and marked conspicuously with labels indicating ownership by Owner.

**Article 19
Notices**

19.1 All notices hereunder must be in writing. These notices shall be deemed duly given upon delivery if delivered by hand (against receipt) or three (3) days after posting, if sent registered mail, return receipt requested to:

19.2 In the case of notices given to Owner: In case of notices given to Design-Builder:

Tina M. Leonard
Sourcing Manager
McCormick & Company, Incorporated
18 Loveton Circle
Sparks, MD 21152

Jeffrey Johns
Vice-President
Shambaugh & Son, Inc.
7614 Opportunity Drive
Fort Wayne, IN 46801

or to whomever else the parties may designate by notice pursuant to this Section.

19.3 Where notices hereunder may be sent by Facsimile or Telex, such notices shall be sent to the following numbers:

Owner: (410) 527-8158 Design-Builder: (260) 497-1690

**Article 20
General Terms**

20.1 Design-Builder agrees that it will not use Owner's name whether by including reference to Owner in any list of customers advertising that its services or products are used by Owner or otherwise, without written authorization by Owner's authorized representative.

20.2 The terms, provisions and representations contained in this Agreement shall survive the

performance and completion of the Engineering and Construction Services and the payment of the Purchase Price.

20.3 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

20.4 This Agreement represents the entire Agreement between the parties with respect to the purchase and sale of the Engineering and Construction Services. All prior agreements, representations, statements, negotiations and undertakings whether oral or written are superseded hereby.

20.5 No term or provision herein shall be deemed waived and no breach excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

20.6 Each party represents that he has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement, understands it, and agrees to be bound by it.

20.7 The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20.8 This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

20.9 Neither party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to causes beyond its control, such as but not limited to war, strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood, other natural disaster, or Force Majeure provided that said party has taken reasonable measures to notify the other in writing of the delay, and provided further, Owner may cancel this Agreement pursuant to Article 10 if such delay continues for thirty (30) or more days. Failure of subcontractors and inability to obtain materials shall not be considered as a Force Majeure delay.

20.10 Design-Builder shall not assign this Agreement or its obligations hereunder to any third party without prior written consent from Owner. Owner shall not assign this Agreement or its obligations hereunder to any third party except its subsidiaries or affiliates without prior written consent from Design-Builder. Neither consent will be unreasonably withheld.

20.11 Invalidation of any portion of this agreement, whether by adjudication or otherwise, shall not affect the validity of any other provision of this agreement and all such other provisions shall remain in full force and effect.

20.12 Any agreement between Design-Builder and Owner entered into prior to the effective date herein relating to secrecy or confidentiality of information exchanged between Design-Builder

and Owner shall survive any completion of the Work hereunder, or any other termination or cancellation of this Agreement, in accordance with the respective terms and conditions of such other agreement or agreements. (we need to specifically identify these agreements if we are going to keep this language)

Article 21 Other Provisions

21.1 Other provisions, if any, are as follows:
Vendor confidentiality agreement, Exhibit F

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

(McCormick & Company, Inc.)

(Signature)

Stephen Donohue

Vice President Sourcing

Vice President Operations USIG

(Date) _____

DESIGN-BUILDER:

Shambaugh & Son, L.P.

(Signature)

Jeff Johns

Vice President

(Date): _____

8/21/06

**CONDOR - PROCESS EXPANSION
PROJECT GMP SUMMARY REV. 3**

		% of GMP
PROCESS	2,668,765	26.05%
PACKAGING	150,705	1.47%
ELECTRICAL	1,539,742	15.03%
MECHANICAL & UTILITIES	1,740,954	16.99%
REFRIGERATION	469,006	4.58%
AUTOMATION & CONTROLS	804,626	7.85%
FIRE PROTECTION	64,922	0.63%
GENERAL CONSTRUCTION	804,714	7.85%
SUBTOTAL:	\$8,243,434	80.46%

ENGINEERING	813,429	7.94%
STARTUP ENGINEERING ALLOWANCE	132,362	1.29%
CONSTRUCTION MANAGEMENT AND GENERAL CONDITIONS	423,422	4.13%
PREMIUM TIME ALLOWANCE - SHUTDOWNS	25,000	0.24%
PREMIUM TIME ALLOWANCE - SCHEDULE ACCELERATION	0	0.00%
CONTRACTOR CONTINGENCY	<u>607,675</u>	5.93%
SUBTOTAL:	\$2,001,887	19.54%

GMP GRAND TOTAL	\$10,245,321	100.00%
GMP ADJUSTMENT SUMMARY	<u>(\$149,106)</u>	
REVISED GMP GRAND TOTAL	\$10,096,215	

OWNER ALLOWANCE FOR SERVER MATERIAL (SUPPLIED BY OTHERS)	\$63,374
TVSS FOR MDP-A	\$5,000
FIRE PUMP RE-FEED, BORING NEW CONDUIT AT FRONT OF BUILDING	\$38,488
TIE-IN EXISTING PROCESS WASTE TO NEW GREASE INTERCEPTOR	TBD
ADDRESS EXISTING GROUNDING CODE VIOLATION	\$10,500

NOTE:

1. THE ABOVE PRICING EXCLUDES PART-I ENGINEERING FEES ALREADY CONTRACTED
2. THE ABOVE PRICING INCLUDES \$150,705 IN PACKAGING EQUIPMENT & INSTALLATION CHARGES (REFER TO SCOPE FOR OWNER FURNISHED EQUIPMENT).
3. OFFICE, SOUTH PARKING AND WAREHOUSE/COOLER ARE NOT INCLUDED IN THE ABOVE TOTALS
4. THE ABOVE PRICING INCLUDES MODIFICATIONS TO EXISTING COOLER (\$63K+/-) THAT COULD BE EXPENSED.
5. THE ABOVE PRICING INCLUDES DEMOLITION ACTIVITIES (\$65K+/-) THAT COULD BE EXPENSED.
6. FINAL ADJUSTMENTS TO CONTROLS PRICING, IN ACCORDANCE WITH REVISED SCOPE, IS INCLUDED IN GMP ADJUSTMENT SUMMARY.
7. THE ABOVE PRICING DOES NOT INCLUDE ACCOMMODATIONS FOR A BULK SUGAR HANDLING SYSTEM.
8. THE ABOVE PRICING DOES INCLUDE ACCOMMODATION FOR ELECTRICAL MATERIALS OF CONSTRUCTION CHANGES (I.E. IMC IN LIEU OF EMT)
9. THE ABOVE PRICING DOES NOT INCLUDE ADJUSTMENTS TO PRICING FOR OWNER-FURNISHED FOAMERS
10. THE ABOVE PRICING DOES NOT INCLUDE ADJUSTMENTS FOR ADDITIONAL SPARE MCC BUCKETS
11. THE ABOVE PRICING REFLECTS ELIMINATION OF CABLE TRAY VALUE ENGR IN THE AMOUNT OF \$30K

CONSTRUCTION DETAILS

CONDOR - PROCESS EXPANSION

6/16/06

SCOPE ITEM DESCRIPTION		EQUP	MATL	LABOR	SUBS	MISC	TOTAL	% Const
PROCESS	P	\$1,650,513	\$133,718	\$677,767	\$41,221	\$165,546	\$2,668,765	32%
PACKAGING	PK	\$82,500	\$127	\$54,124	\$0	\$13,954	\$150,705	2%
ELECTRICAL	E	\$235,450	\$491,689	\$747,776	\$0	\$64,827	\$1,539,742	19%
MECHANICAL/UTILITIES	M	\$541,869	\$273,691	\$610,134	\$202,236	\$113,024	\$1,740,954	21%
REFRIGERATION	R	\$63,288	\$88,023	\$217,857	\$72,967	\$26,871	\$469,006	6%
CONTROLS/AUTOMATION	C	\$274,775	\$333,251	\$196,600	\$0	\$0	\$804,626	10%
FIRE PROTECTION	F	\$4,800	\$15,950	\$42,672	\$0	\$1,500	\$64,922	1%
GENERAL CONSTRUCTION	G	\$0	\$0	\$0	\$804,714	\$0	\$804,714	10%
		\$2,853,195	\$1,336,450	\$2,546,930	\$1,121,138	\$385,722	\$8,241,434	
SCOPE ITEM DESCRIPTION		EQUP	MATL	LABOR	SUBS	MISC	TOTAL	% Trade
PROCESS	P	\$0	\$22,000	\$0	\$1,400	\$0	\$23,400	1%
KETCHUP BATCHING	P	\$781,194	\$14,651	\$105,157	\$0	\$27,212	\$928,214	35%
KETCHUP FILLING	P	\$65,084	\$2,202	\$53,757	\$0	\$13,872	\$134,915	5%
KETCHUP PACKAGING	PK	\$27,500	\$0	\$19,331	\$0	\$4,988	\$51,819	34%
PREMIX-3 BATCHING	P	\$284,571	\$13,659	\$104,249	\$0	\$26,903	\$429,382	16%
STARCH FOR PREMIX-3	P	\$74,203	\$5,695	\$30,399	\$0	\$7,844	\$118,141	4%
PREMIX-3 FILLING	P	\$37,853	\$1,040	\$13,951	\$0	\$3,600	\$56,444	2%
PREMIX-3 PACKAGING	PK	\$0	\$69	\$9,959	\$0	\$2,570	\$12,598	8%
PREMIX-3 TO CRYOVAC & FILL (BOTH)	P	\$14,500	\$5,357	\$36,882	\$0	\$9,519	\$66,258	2%
CRYOVAC PACKAGING	PK	\$27,500	\$0	\$14,303	\$0	\$3,679	\$45,482	30%
JELLY BATCHING	P	\$124,028	\$8,896	\$58,187	\$0	\$15,016	\$206,127	8%
JELLY FILLING	P	\$1,703	\$579	\$7,385	\$0	\$1,906	\$11,573	0%
JELLY PACKAGING	PK	\$27,500	\$58	\$10,531	\$0	\$2,717	\$40,806	27%
INGREDIENT DELIVERY	P	\$32,032	\$24,898	\$52,109	\$0	\$13,447	\$122,486	5%
CIP SYSTEMS	P	\$235,345	\$56,741	\$193,691	\$0	\$44,827	\$530,604	20%
PROCESS PIPE INSULATION	P	\$0	\$0	\$21,221	\$0	\$0	\$21,221	1%
VENDOR START-UP ASSIST. ALLOWANCE	P	\$0	\$0	\$20,000	\$0	\$0	\$20,000	1%
MECHANICAL	M	\$0	\$0	\$11,000	\$0	\$0	\$11,700	1%
UTILITY DEMOLITION ALLOWANCE	M							

6/16/06

SCOPE	ITEM DESCRIPTION	COD	EQUIP	MATL	LABOR	SUBS	MISC	TOTAL	% Trade
DUCT DEMOLITION ALLOWANCE		M	\$0	\$0	\$4,828	\$0	\$965	\$5,793	0%
PROCESS WATER		M	\$43,236	\$18,730	\$23,538	\$9,887	\$4,702	\$100,093	6%
SOFT WATER		M	\$30,800	\$32,742	\$68,288	\$8,560	\$12,764	\$153,154	9%
U.G. SEWER		M	\$22,933	\$36,721	\$53,966	\$268	\$5,357	\$119,245	7%
MEZZ FLOOR DRAIN		M	\$0	\$600	\$3,300	\$0	\$0	\$3,900	0%
HOT WATER TO HOSE STATIONS		M	\$6,600	\$11,630	\$25,779	\$4,269	\$5,150	\$53,428	3%
COMPRESSED AIR		M	\$57,485	\$44,742	\$74,132	\$268	\$16,209	\$192,836	11%
NITROGEN		M	\$1,094	\$13,626	\$24,747	\$268	\$4,358	\$44,093	3%
STEAM		M	\$115,610	\$45,242	\$135,243	\$33,587	\$28,025	\$357,707	21%
CONDENSATE		M	\$39,010	\$34,957	\$69,233	\$13,910	\$13,832	\$170,942	10%
NATURAL GAS		M	\$4,466	\$453	\$9,037	\$0	\$878	\$14,834	1%
HVAC		M	\$180,696	\$8,037	\$36,909	\$117,437	\$7,837	\$350,916	20%
HWS & HOT WATER TO KETCHUP PAST.		M	\$21,285	\$0	\$5,604	\$535	\$1,120	\$28,544	2%
FLUID COOLER MAKEUP/DRN/CHEM		M	\$0	\$3,000	\$7,000	\$0	\$0	\$10,000	1%
JELLY COOLING WATER		M	\$15,973	\$9,676	\$11,041	\$7,148	\$2,739	\$46,577	3%
CITY WATER TO HAND SINKS		M	\$2,681	\$4,446	\$19,658	\$6,099	\$3,927	\$36,811	2%
FOAM STATIONS		M	\$0	\$9,089	\$26,831	\$0	\$4,461	\$40,381	2%
COOLER EVAP MODS		R	\$0	\$2,820	\$14,657	\$1,733	\$1,617	\$20,827	4%
GLYCOL TO KETCHUP		R	\$3,714	\$12,967	\$63,468	\$12,880	\$9,929	\$102,958	22%
GLYCOL TO SOY OIL		R	\$5,480	\$1,896	\$13,318	\$2,530	\$2,558	\$25,782	5%
FLUID COOLER GLYCOL		R	\$54,094	\$70,340	\$126,414	\$55,824	\$12,767	\$319,439	68%
PROCESS AUTOMATION								\$0	
KETCHUP CONTROLS		C	\$113,275	\$124,086	\$47,722	\$0	\$0	\$285,083	35%
JELLY CONTROLS		C	\$59,858	\$77,826	\$46,729	\$0	\$0	\$184,413	23%
PREMIX-3 CONTROLS		C	\$67,712	\$67,811	\$46,729	\$0	\$0	\$182,252	23%
STARCH BATCHING CONTROLS		C	\$10,119	\$10,412	\$2,483	\$0	\$0	\$23,014	3%
CIP SYSTEMS		C	\$22,160	\$28,096	\$46,729	\$0	\$0	\$96,985	12%
SERVER ROOM		C	\$0	\$15,426	\$2,483	\$0	\$0	\$17,909	2%
REFRIGERATION		C	\$1,650	\$9,594	\$3,725	\$0	\$0	\$14,969	2%
ELECTRICAL		E	\$0	\$606	\$22,551	\$0	\$1,079	\$24,236	2%
ELECTRICAL DEMOLITION		E	\$63,250	\$94,849	\$73,749	\$0	\$9,943	\$244,790	16%
PRIMARY & SERVICE ENTRANCE		E	\$0	\$1,872	\$6,479	\$0	\$291	\$8,611	1%
GROUNDING		E	\$172,200	\$108,288	\$45,332	\$0	\$14,352	\$340,173	22%
EQUIPMENT, PANELS & POWER DIST.		E	\$0	\$7,409	\$8,289	\$0	\$710	\$16,409	1%
SITE LIGHTING - FRONT LOT									

6/16/06

SCOPE ITEM DESCRIPTION	CODE	EQUIP	MATL	LABOR	SUBS	MISC	TOTAL	% Trade
AEP PRIMARY METERING	E	\$0	\$0	\$0	\$0	\$0	\$0	0%
NEW KETCHUP LIGHTING	E	\$0	\$36,821	\$24,539	\$0	\$2,752	\$64,112	4%
PREMIX-3/JELLY LIGHTING	E	\$0	\$29,371	\$14,230	\$0	\$1,946	\$45,547	3%
CONVENIENCE & GENERAL POWER	E	\$0	\$2,438	\$12,061	\$0	\$553	\$15,052	1%
HVAC EQUIPMENT POWER	E	\$0	\$9,979	\$16,603	\$0	\$1,210	\$27,793	2%
HVAC CONTROL WIRING	E	\$0	\$1,337	\$7,084	\$0	\$389	\$8,810	1%
PROCESS EQUIPMENT POWER	E	\$0	\$46,905	\$130,848	\$0	\$7,547	\$185,300	12%
PROCESS INST. CONTROL WIRING	E	\$0	\$65,000	\$239,308	\$0	\$13,422	\$317,729	21%
REFRIGERATION EQ. POWER	E	\$0	\$9,903	\$14,695	\$0	\$1,118	\$25,716	2%
REFRIGERATION CONTROL WIRING	E	\$0	\$877	\$4,627	\$0	\$254	\$5,758	0%
SAFETY RELAYS	E	\$0	\$22,103	\$55,562	\$0	\$3,558	\$81,222	5%
CONVEYOR WIRING	E	\$0	\$14,985	\$42,712	\$0	\$2,647	\$60,344	4%
PREACTION FIRE ALARM SYSTEM	E	\$0	\$128	\$1,395	\$0	\$71	\$1,593	0%
FIRE PUMP REFEED	E	\$0	\$38,819	\$27,712	\$0	\$2,987	\$60,518	5%
FIRE PROTECTION							\$0	
SPRINKLER SYSTEMS	F	\$4,200	\$8,950	\$31,950	\$0	\$1,500	\$46,600	72%
PREACTION FIRE ALARM SYSTEM	F	\$600	\$7,000	\$10,722	\$0	\$0	\$18,322	28%
GENERAL CONSTRUCTION							\$0	
MODIFICATIONS TO EXIST COOLER PANI	G	\$0	\$0	\$0	\$47,850	\$0	\$47,850	6%
NEW PANEL AT KETCHUP & PREMIX-3	G	\$0	\$0	\$0	\$220,832	\$0	\$220,832	27%
STONE TRLER/LAYDWN AREA (20K SF)	G	\$0	\$0	\$0	\$20,330	\$0	\$20,330	3%
GC GENERAL COND/TAX/GC FEE	G	\$0	\$0	\$0	\$106,324	\$0	\$106,324	13%
DEMOLITION/EXCAVATION	G	\$0	\$0	\$0	\$92,981	\$0	\$92,981	12%
CONCRETE	G	\$0	\$0	\$0	\$58,936	\$0	\$58,936	7%
MASONRY	G	\$0	\$0	\$0	\$4,334	\$0	\$4,334	1%
STRUCTURAL STEEL	G	\$0	\$0	\$0	\$99,315	\$0	\$99,315	12%
CARPENTRY	G	\$0	\$0	\$0	\$3,039	\$0	\$3,039	0%
THERMAL (CAULKING)	G	\$0	\$0	\$0	\$835	\$0	\$835	0%
DOORS	G	\$0	\$0	\$0	\$12,432	\$0	\$12,432	2%
OVERHEAD DOORS	G	\$0	\$0	\$0	\$54,236	\$0	\$54,236	7%
PAINT & FINISHES	G	\$0	\$0	\$0	\$11,815	\$0	\$11,815	1%
FLOOR FINISHES	G	\$0	\$0	\$0	\$58,970	\$0	\$58,970	7%
ROOFING/BACKUP STEEL ALLOWANCE	G	\$0	\$0	\$0	\$10,000	\$0	\$10,000	1%
SERVER ROOM MODS ALLOWANCE	G	\$0	\$0	\$0	\$2,486	\$0	\$2,486	0%

ENGINEERING**CONDOR - PROCESS EXPANSION**

ENGINEERING	EXPENSES	ENGINEERING	TOTAL	% Constr	% Trade
Architectural, Structural, and Miscellaneous		31,993	31,993	0.39%	3.98%
Process		128,010	128,010	1.55%	4.54%
Electrical		84,924	84,924	1.03%	5.52%
Mechanical		97,325	97,325	1.18%	5.55%
Automation & Controls		189,796	189,796	2.30%	23.59%
Refrigeration		31,156	31,156	0.38%	6.64%
Fire Protection		13,225	13,225	0.16%	20.37%
Program Manager		72,000	72,000	0.87%	0.87%
CAD/Planning		165,000	165,000	2.00%	2.00%
TOTAL		\$813,429		9.87%	

STARTUP ENGINEERING ALLOWANCE**EXPENSES****ENGINEERING****TOTAL**

Process		28,900	28,900	0.35%	1.08%
Electrical		0	0	0.00%	0.00%
Mechanical		0	0	0.00%	0.00%
Automation & Controls	36,626	66,836	103,462	1.26%	12.86%
Refrigeration		0	0	0.00%	0.00%
Fire Protection		0	0	0.00%	0.00%
TOTAL		\$132,362		1.61%	

ARCHITECTURAL, STRUCTURAL, MISCELLANEOUS**ENGINEERING****TOTAL****% Trade**

Design Development - Architectural		0	0	0.00%
Design Development - Structural		0	0	0.00%
Design Development - Civil		0	0	0.00%
		0	0	0.00%
		0	0	0.00%
Electronic Plan As-Builts		0	0	0.00%
SUBTOTAL		\$0		0.00%

Reimbursables**TOTAL**

Soil Borings		0	0.00%
Soils Engineering Verification		0	0.00%
Material Testing and Inspection		0	0.00%
Property Survey		0	0.00%
Topographic Survey		0	0.00%
Utility Survey		0	0.00%
Plan Review Fees		0	0.00%
Drawing Reproduction and Delivery		0	0.00%
Travel		0	0.00%
SUBTOTAL		\$0	0.00%
TOTAL (to ENGINEERING)		\$0	0.00%

CONSTRUCTION MANAGEMENT AND GENERAL CONDITIONS

	QUANTITY	DURATION	UNIT COST	TOTAL
Office Trailers with furniture	3	12 months	\$555	\$19,980
Office Restroom holding tanks	3	12 months	\$100	\$3,600
Change Trailers with furniture	1	months	\$360	\$0
Trailer Utility Hook-up	1	1 lot	\$4,400	\$4,400
Temporary Power	1	1 lot	\$29,032	\$29,032
Portable Restroom Facilities	4	12 months	\$140	\$6,720
Construction Manager	1	50 weeks	\$3,400	\$170,000
Per Diem	1	350 days	\$118	\$41,300
Airfares	1	26 trips	\$500	\$13,000
Car	1	50 weeks	\$250	\$12,500
Computer and Printer	1	12 months	\$150	\$1,800
Project Engineer	1	weeks	\$2,600	\$0
Per Diem	1	days	\$125	\$0
Airfares	1	trips	\$500	\$0
Car	1	weeks	\$250	\$0
Computer and Printer	1	months	\$150	\$0
Office Supplies	1	11.5 months	\$500	\$5,750
Office Secretary	1	38 weeks	\$480	\$18,240
Telephones	1	12 lot/months	\$500	\$6,000
Data Hook-up	1	1 lot	\$2,800	\$2,800
Site Radios	1	11.5 lot/months	\$100	\$1,150
Fax Machine	1	11.5 months	\$100	\$1,150
Postage	1	1 Total	\$2,000	\$2,000
Travel to and from Site, Start and Finish	1	Total		\$0
Lot of Cleanup Labor	1	50 weeks	\$1,680	\$84,000
Lot of General Conditions Item	1	Total		\$0
TOTAL				\$423,422

6/16/2006

GMP ADJUSTMENT

No.	Work Sheet	Division	Scope Item Description	Amount	Change Explanation
001	CONST	GEN. CONST.	SITE LAYDOWN RE-SEED	\$14,595	PART I PROPOSAL DID NOT INCLUDE RETURN OF SITE LAYDOWN/CONSTRUCTION PARKING AREA TO ORIGINAL CONDITION AT PROJECT COMPLETION
002	CONST	CONTROLS	DEDUCT CONTROLS PIECE OF SAFETY RELAY DEDICATED SYSTEM	(\$60,317)	OPTIONS SUMMARY ITEM NO. 6
003	CONST	ELECTRICAL	MOVE MDP-A TRANSIENT VOLTAGE SURGE SUPPRESSOR ("TVSS") TO EXPENSE	(\$5,000)	OPTIONS SUMMARY ITEM NO. 9. TVSS FOR MDP-A TO BE LISTED BELOW GMP LINE
004	CONST	FIRE PROT.	ELIMINATE PREACTION SPRINKLER SYSTEM FOR MCC ROOM	(\$23,000)	OPTIONS SUMMARY ITEM NO. 11
005	CONST	ELECTRICAL	DEDUCT FIRE PUMP REFEED	(\$73,000)	OPTIONS SUMMARY ITEM NO. 12. ALTERNATE OPTION TO BE ADDED BELOW GMP LINE.
006	CONST	MECHANICAL	CPVC PROCESS WASTE MAINS IN LIEU OF PVC	\$20,205	CHANGE IN MATERIAL REQUESTED DURING PART I PRESENTATION TO ACCOMMODATE 160 DEG F DISCHARGE FROM CIP ROOM.
007	CONST	ELECTRICAL	POWER FACTOR CORRECTION ALLOWANCE	\$50,000	REQUESTED DURING PART I PRESENTATION.
008	CONST	ELECTRICAL	ADD INSTALLATION OF TWO HMIS TO SCOPE	\$1,160	REQUESTED DURING PART I PRESENTATION.
009	CONST	CONTROLS	DEDUCT HMIS - OWNER FURNISHED EQUIPMENT	(\$46,988)	OWNER TO PROVIDE HMIS FOR S&S INSTALLATION.
010	CONST	CONTROLS	DEDUCT HMI PC RACK & SERVER PC RACK - OWNER FURNISHED EQUIPMENT	(\$17,905)	OWNER TO PROVIDE AND INSTALL PC RACKS.

6/16/2006

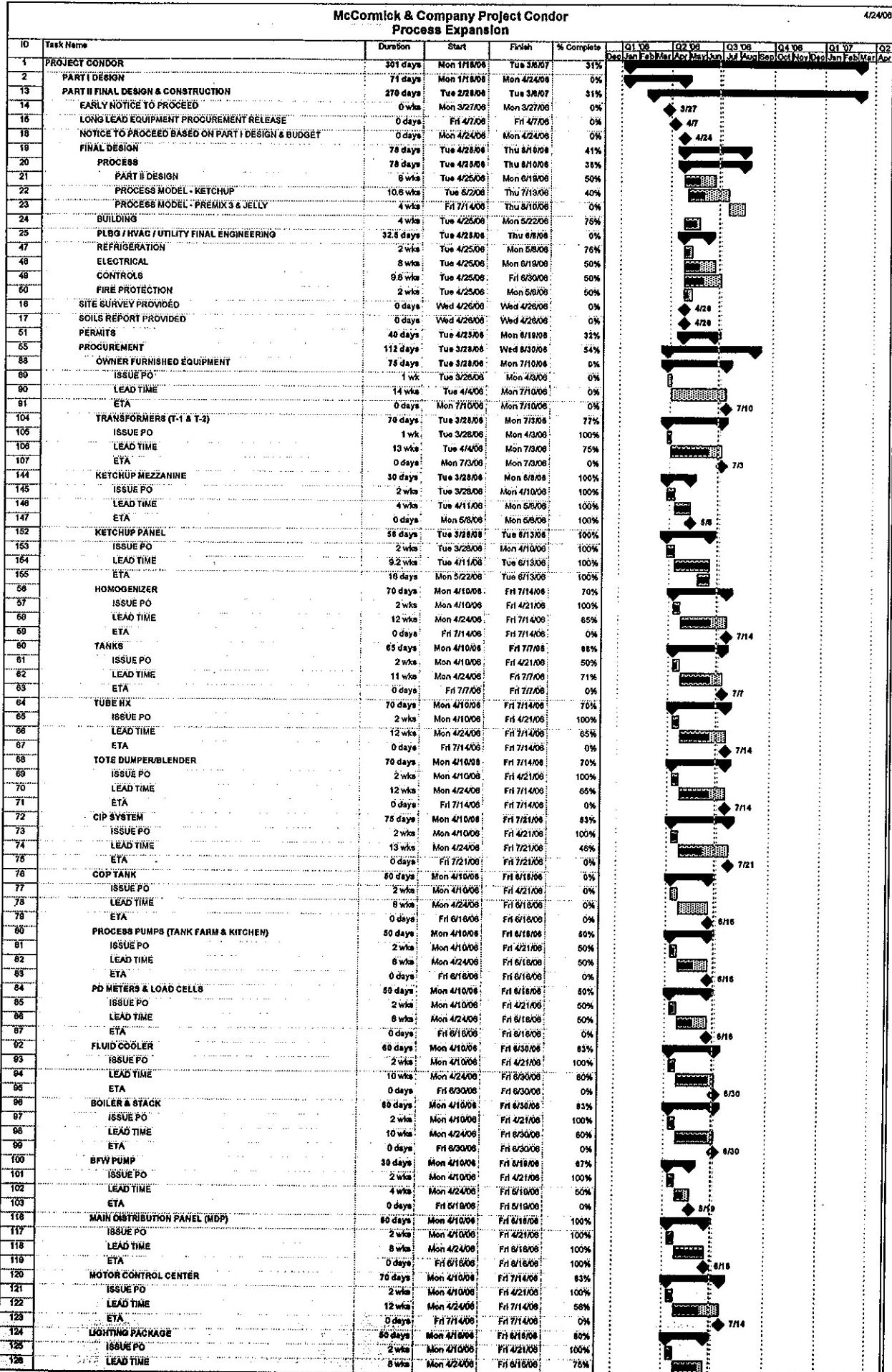
GMP ADJUSTMENT

No.	Work Sheet	Division	Scope Item Description	Amount	Change Explanation
011	SUMMARY OTHER		PREMIUM TIME ALLOWANCE - SCHEDULE ACCELERATION	\$33,461	SUBMITTED WITH PROPOSAL 20050671.1, DATED 3/30/06, BUT NOT INCLUDED IN PART I PROPOSAL.
012	ENGR	CONTROLS	DEDUCT CONTROLS PROGRAMMING STARTUP, FAT & TRAINING FROM CONTROLS	(\$20,910)	S&S TO RETAIN \$20,910 FOR "TRIAGE" DURING START-UP.
013	ENGR	CONTROLS	DEDUCT FUNCTIONAL SPEC FROM CONTROLS	(\$25,500)	FINAL ADJUSTMENT TO CONTROLS.
014	ENGR	CONTROLS	DEDUCT PROCESS CONTROLS PROGRAMMING FROM CONTROLS	(\$124,355)	FINAL ADJUSTMENT TO CONTROLS.
015	CONST	ELECTRICAL	DEDUCT EXISTING GROUNDING CODE VIOLATION REPAIR	(\$2,000)	MOVED TO BELOW GMP LINE AND INCREASED TO ACCOMMODATE ROUTING BACK TO INCOMING WATER LINE.
016	ENGR	CONTROLS	DEDUCT START-UP EXPENSES	(\$24,000)	REDUCE START-UP EXPENSES TO ACCOMMODATE REDUCED START-UP SCOPE.
017	CONST	ELECTRICAL	ADDITIONAL RACEWAY, WIRE & OUTLETS FOR BUSINESS PCS	\$7,500	ADDITION OF (12) CLEAN POWER DROPS FOR BUSINESS PCS
018	CONST	ELECTRICAL	IMC IN LIEU OF EMT CONDUIT	\$146,948	IN ACCORDANCE WITH CONDUIT INSTALLATION SPREADSHEET, DATED 6/12/06.
019					
020					
			Total GMP Adjustments	(\$149,106)	

EXHIBIT B

McCormick & Company Project Condor
Process Expansion

4/24/08



**McCormick & Company Project Condor
Process Expansion**

42408

**McCormick & Company Project Condo
Process Expansion**

4/24/06

McCormick & Company Project Condor Process Expansion										
ID	Task Name	Duration	Start	Finish	% Complete	Q1 '08	Q2 '08	Q3 '08	Q4 '08	Q1 '09
						Dec	Jan	Feb	Mar	Apr
382	CIP ROOM CONTROLS & RACEWAY FOR PNEUMATICS	2 wks	Thu 8/31/08	Wed 9/13/08	0%					
161	PRIMARY ELECTRICAL SERVICE UPGRADE	44 days	Tue 8/23/08	Fri 7/1/08	40%					S&S - MECH
192	Install 4" Underground PVC to 1500 KVA	3 days	Tue 8/23/08	Thu 5/25/08	100%					S&S ELEC
208	Test	1 day	Tue 8/23/08	Tue 8/23/08	0%					S&S ELEC
193	Install 4" PVC from 1500 KVA to 2500 KVA	3 days	Fri 5/26/08	Fri 5/30/08	100%					S&S ELEC
184	Install 4" SMC from 1500 KVA to 2500 KVA	6 days	Wed 5/31/08	Tue 6/6/08	100%					S&S ELEC
195	Install 15 KV cable to 1500 KVA Transformer	2 days	Wed 6/7/08	Thu 6/8/08	100%					S&S ELEC
108	Install new poles and Line Work	9 days	Fri 6/19/08	Fri 6/13/08	0%					S&S ELEC
187	Install 15 KV cable from 1500 KVA to 2500 KVA	2 days	Wed 6/14/08	Thu 6/15/08	0%					S&S ELEC
199	Install MDP-B	2 days	Mon 6/8/08	Tue 6/9/08	0%					S&S ELEC
201	Install MDP-B Grounding	6 days	Wed 6/11/08	Tue 6/27/08	75%					S&S ELEC
202	Install service tied	3 days	Wed 6/23/08	Fri 6/30/08	100%					S&S ELEC
203	Install water line connection	6 days	Mon 7/3/08	Fri 7/7/08	0%					S&S ELEC
200	Install Secondary 3" GRC - MDP-B to Transformer	6 days	Wed 7/5/08	Wed 7/12/08	0%					S&S ELEC
204	Install ground to building steel	2 days	Mon 7/1/08	Tue 7/1/08	75%					S&S ELEC
198	Install 2500 KVA transformer	2 days	Thu 7/13/08	Fri 7/14/08	0%					S&S ELEC
205	Install new 500 MCM service conductors	5 days	Thu 7/13/08	Wed 7/19/08	0%					S&S ELEC
206	Terminate primary service conductors	2 days	Mon 7/17/08	Tue 7/18/08	0%					S&S ELEC
207	Terminate secondary service conductors	2 days	Thu 7/20/08	Fri 7/21/08	0%					S&S ELEC
337	INGREDIENTS TO KITCHEN FROM TANK FARM	63 days	Thu 5/25/08	Wed 8/23/08	21%					
338	CORN SYRUP	7 wks	Thu 6/25/08	Wed 7/1/08	20%					S&S - MECH
339	FRUCTOSE	7 wks	Thu 6/25/08	Wed 7/1/08	20%					S&S - MECH
340	VINEGAR	7 wks	Thu 6/25/08	Wed 7/1/08	20%					S&S - MECH
341	OIL (PREMIX-3 ONLY)	7 wks	Thu 6/25/08	Wed 7/1/08	20%					S&S - MECH
342	TANK FARM INGREDIENT & UTILITY PIPING	9 wks	Thu 7/1/08	Wed 8/2/08	0%					S&S - MECH
344	POWER TO PUMPS	4 wks	Thu 7/2/08	Wed 8/16/08	0%					S&S ELEC
343	SET PUMPS	3 days	Mon 7/3/08	Wed 8/2/08	0%					S&S - MECH
345	PUMP CONTROLS	3 wks	Thu 8/2/08	Wed 8/23/08	0%					S&S ELEC
275	KETCHUP TROLLEY	40 days	Tue 8/13/08	Mon 8/7/08	0%					
276	MAIN STEEL SUPPORT BEAMS	1 wk	Tue 6/13/08	Mon 6/19/08	0%					S&S - MECH
277	STEEL SUPPORT FRAMES	2 wks	Tue 6/20/08	Mon 7/3/08	0%					S&S - MECH
278	SS TROLLEY RAILS	2 wks	Tue 7/1/08	Mon 7/31/08	0%					S&S - MECH
279	TROLLEY ARM	1 wk	Tue 8/1/08	Mon 8/7/08	0%					S&S - MECH
316	UTILITIES TO KETCHUP KITCHEN	60 days	Tue 6/27/08	Mon 8/4/08	10%					
327	WATER	15 days	Tue 6/27/08	Tue 7/1/08	50%					
328	SOFT	3 wks	Tue 8/2/08	Tue 7/18/08	50%					
329	FILTERED	3 wks	Tue 6/27/08	Tue 7/18/08	50%					
319	FLUID COOLER	18 days	Wed 7/1/08	Wed 8/2/08	0%					
323	FLUID COOLER PIPING TO KITCHEN	2 wks	Wed 7/1/08	Tue 7/25/08	0%					S&S - MECH
320	SET FLUID COOLER	2 days	Thu 7/1/08	Fri 7/14/08	0%					S&S - MECH
321	SET TANK	1 day	Thu 7/13/08	Thu 7/13/08	0%					S&S - MECH
322	SET PUMPS	3 days	Fri 7/14/08	Tue 7/18/08	0%					S&S - MECH
324	FLUID COOLER/PUMPS POWER	2 wks	Mon 7/17/08	Fri 7/28/08	0%					S&S ELEC
325	FLUID COOLER/PUMP CONTROLS	2 wks	Thu 7/2/08	Wed 8/2/08	0%					S&S ELEC
326	GLYCOL FILL	2 days	Mon 7/31/08	Tue 8/1/08	0%					S&S - MECH
331	SET COMPRESSOR/TANK/DRYER	3 days	Mon 7/17/08	Wed 7/18/08	0%					S&S - MECH
317	STEAM	4 wks	Tue 7/18/08	Mon 8/1/08	0%					S&S - MECH
318	CONDENSATE	4 wks	Tue 8/1/08	Mon 8/1/08	0%					S&S - MECH
332	PIPE COMPRESSED AIR EQUIPMENT	3 wks	Thu 7/20/08	Wed 8/9/08	0%					S&S - MECH
330	COMPRESSED AIR	1 wk	Thu 8/10/08	Wed 8/16/08	0%					S&S - MECH
336	LOT INSULATION	3 wks	Tue 8/15/08	Mon 8/4/08	0%					S&S - NU
333	NITROGEN	10 days	Thu 8/17/08	Wed 8/30/08	0%					S&S - MECH
334	NITROGEN PIPING	2 wks	Thu 8/17/08	Wed 8/26/08	0%					S&S - MECH
262	SET NITROGEN GENERATOR	1 day	Wed 8/26/08	Wed 8/30/08	0%					S&S - MECH
263	CONTROL PANELS - KETCHUP & CIP	29 days	Tue 6/27/08	Mon 8/7/08	0%					
264	PANEL LAYOUT DESIGN SUBMIT FOR REVIEW	0 days	Tue 6/27/08	Tue 6/27/08	0%					
265	PANEL DESIGN REVIEW & COMMENT	1 day	Wed 6/28/08	Wed 6/28/08	0%					
266	PANEL WIRING SCHEMATICS	1.5 wks	Wed 6/28/08	Fri 7/7/08	0%					
267	PANEL WIRING SCHEMATIC REVIEW & COMMENT	1 day	Fri 7/7/08	Mon 7/10/08	0%					
268	PANEL DESIGN FROZEN	0 days	Mon 7/10/08	Mon 7/10/08	0%					
269	FABRICATION	4.8 wks	Thu 8/28/08	Mon 7/31/08	0%					
270	KETCHUP & CIP CONTROL PANEL ETA	0 days	Mon 7/31/08	Mon 7/31/08	0%					
304	INSTALLATION	1 wk	Tue 8/1/08	Mon 8/7/08	0%					
305	BOILER	31 days	Mon 7/3/08	Mon 8/14/08	0%					
306	REMOVE STAIR/COLUMNS	3 days	Mon 7/3/08	Wed 7/5/08	0%					
307	SET BOILER	2 days	Thu 7/8/08	Fri 7/7/08	0%					
310	REPLACE STAIRS/COLUMNS	1 day	Mon 7/1/08	Mon 7/1/08	0%					
311	BOILER PIPING & FEEDWATER UPGRADES	3 wks	Mon 7/1/08	Fri 7/28/08	0%					
312	BOILER POWER	2 wks	Thu 7/2/08	Wed 8/2/08	0%					
309	BOILER CONTROLS	2 wks	Tue 7/25/08	Mon 8/7/08	0%					
308	DA TANK UPGRADES - NEW PUMP	3 days	Wed 7/2/08	Fri 7/28/08	0%					
314	STACK INSTALL	2 days	Mon 7/31/08	Tue 8/1/08	0%					
313	INSULATION	3 days	Mon 7/31/08	Wed 8/2/08	0%					
318	BOILER START	3 days	Tue 8/5/08	Thu 8/10/08	0%					
319	BOILER INSPECTION	2 days	Fri 8/1/08	Mon 8/14/08	0%					
222	CONVENIENCE POWER	10 days	Wed 7/5/08	Tue 7/18/08	0%					
223	CLEAN POWER	9 days	Thu 7/6/08	Tue 7/18/08	0%					
285	STEEL ROOF PLATFORMS	12 days	Thu 7/4/08	Fri 7/21/08	0%					
286	ERECT STEEL POSTS & BEAMS	1 wk	Thu 7/6/08	Wed 7/12/08	0%					
287	GRATING & HANDRAIL	1 wk	Thu 7/13/08	Wed 7/19/08	0%					
288	TOUCH-UP PAINT	2 days	Thu 7/20/08	Fri 7/21/08	0%					
209	POWER DISTRIBUTION	31 days	Wed 7/12/08	Wed 8/33/08	0%					
213	INSTALL PDP-Q 400V	7 days	Wed 7/1/08	Thu 7/20/08	0%					
211	INSTALL TRANSFORMER T-2 (ROOF)	3 days	Thu 7/13/08	Mon 7/17/08	0%					
210	INSTALL TRANSFORMER T-1 (REPLACEMENT)	3 days	Thu 7/20/08	Mon 7/24/08	0%					
214	INSTALL PDP-R 240V	7 days	Fri 7/21/08	Mon 7/28/08	0%					
215	INSTALL PDP-T DIRTY	7 days	Tue 8/1/08	Wed 8/8/08	0%					
216	INSTALL PDP-S CLEAN	7 days	Thu 8/6/08	Fri 8/18/08	0%					
212	INSTALL TRANSFORMER T-3 (INSIDE MCC RM)	3 days	Mon 8/21/08	Wed 8/23/08	0%					
217	MCC-K	28 days	Mon 7/17/08	Wed 8/23/08	0%					
216	MCC-K INSTALLATION	6 days	Mon 7/24/08	Fri 7/21/08	0%					
210	MCC-K CONDUIT/WIRE/TERMINATE TO MDP-B	8 days	Mon 7/24/08	Mon 7/31/08	0%					

McCormick & Company Project Condor
Process Expansion

4/24/08

ID	Task Name	Duration	Start	Finish	% Complete	Q1 '08	Q2 '08	Q3 '08	Q4 '08	Q1 '09	Q2 '09
220	MCC-K MOTOR FEEDS	23 days	Mon 7/24/08	Wed 8/23/08	0%					S&S ELEC	
225	REFRIGERATION POWER	11 days	Mon 7/17/08	Mon 7/31/08	0%					S&S ELEC	
271	HMI INSTALL	6 days	Thu 7/2/08	Thu 7/7/08	0%					S&S ELEC	
272	BATCH TANK HMI	2 days	Thu 7/2/08	Fri 7/2/08	0%					S&S ELEC	
273	DUMPER/BLENDER HMI	2 days	Mon 7/24/08	Tue 7/25/08	0%					S&S ELEC	
274	CIP ROOM HMI	2 days	Wed 7/23/08	Thu 7/24/08	0%					S&S ELEC	
237	SITE DRAIN TIE-IN	19 days	Thu 7/2/08	Wed 8/18/08	0%					S&S - WCI	
242	EXCAVATION FOR PIPE	1 day	Thu 7/2/08	Fri 7/2/08	0%					S&S - MECH	
243	PIPE INSTALL	2 days	Thu 7/2/08	Mon 7/24/08	0%					S&S - WCI	
244	BACKFILL TO BUILDING	1 day	Mon 7/24/08	Tue 7/25/08	0%					S&S - WCI	
238	SAWCUT ASPHALT	1 day	Tue 7/25/08	Wed 7/26/08	0%					S&S - WCI	
239	EXCAVATION FOR GREASE INTERCEPTOR	2 days	Wed 7/23/08	Fri 7/25/08	0%					S&S - WCI	
240	POUR PAD	3 days	Fri 7/25/08	Wed 8/2/08	0%					S&S - WCI	
241	INSTALL GREASE INTERCEPTOR	3 days	Wed 8/2/08	Mon 8/7/08	0%					S&S - MECH	
245	EXCAVATION TO MANHOLE	3 days	Mon 8/7/08	Thu 8/11/08	0%					S&S - WCI	
246	PIPE INSTALL TO MANHOLE	3 days	Tue 8/8/08	Fri 8/11/08	0%					S&S - MECH	
247	BACKFILL TO MANHOLE	3 days	Wed 8/9/08	Mon 8/14/08	0%					S&S - WCI	
248	ASPHALT PATCH	2 days	Mon 8/14/08	Wed 8/16/08	0%					S&S - WCI	
226	PROCESS EQUIPMENT POWER	7 days	Mon 7/24/08	Tue 8/1/08	0%					S&S ELEC	
269	KITCHEN & FILLING HVAC	20 days	Mon 7/24/08	Fri 8/18/08	0%					S&S - MECH	
290	SET RTU'S & FANS	1 wk	Mon 7/24/08	Fri 7/25/08	0%					S&S - MORRIS	
281	DUCTWORK/GRILLES/DIFFUSERS	3 wks	Mon 7/31/08	Fri 8/1/08	0%					S&S ELEC	
228	REFRIGERATION CONTROL WIRING	6 days	Wed 7/26/08	Wed 8/2/08	0%					S&S ELEC	
292	FILLING ROOM RACEWAY FOR PNEUMATICS	3 wks	Thu 7/27/08	Wed 8/16/08	0%					S&S - MECH	
224	HVAC EQUIPMENT POWER	12 days	Mon 7/31/08	Tue 8/15/08	0%					S&S ELEC	
227	HVAC CONTROL WIRING	6 days	Thu 8/1/08	Thu 8/17/08	0%					S&S ELEC	
283	HOSE STATION UTILITIES	1 wk	Thu 8/1/08	Wed 8/16/08	0%					S&S ELEC	
230	FILLERS/CONVEYOR/BOX ERECTOR POWER	27 days	Thu 8/1/08	Fri 8/22/08	0%					S&S - MECH	
231	SPRINKLER ROUGH-IN	1 wk	Mon 8/2/08	Fri 8/25/08	0%					S&S ELEC	
204	KETCHUP KITCHEN EQUIPMENT	13 days	Wed 7/12/08	Fri 7/28/08	0%					S&S - FX	
298	SET BATCH TANKS & SURGE TANKS	3 days	Wed 7/12/08	Fri 7/14/08	0%					S&S - MECH	
301	SET HOLD TUBE	3 days	Wed 7/12/08	Fri 7/14/08	0%					S&S - MECH	
287	SET COP TANK	2 days	Wed 7/12/08	Thu 7/13/08	0%					S&S - MECH	
303	SET DUMPER/BLENDER	1 wk	Mon 7/17/08	Fri 7/21/08	0%					S&S - MECH	
300	SET BATCH TANK PLATFORM	3 days	Mon 7/17/08	Wed 7/19/08	0%					S&S - MECH	
302	SET HVWS	2 days	Tue 7/18/08	Wed 7/19/08	0%					S&S - MECH	
295	SET PUMPS	3 days	Wed 7/18/08	Fri 7/21/08	0%					S&S - MECH	
289	SET HOMOGENIZER	2 days	Thu 7/20/08	Fri 7/21/08	0%					S&S - MECH	
348	SET TUBE HX	1 wk	Mon 7/24/08	Fri 7/28/08	0%					S&S - MECH	
347	KITCHEN PIPING	72 days	Tue 8/5/08	Wed 8/8/08	12%					S&S FAB	
348	PREFABRICATION	44 days	Tue 8/8/08	Fri 7/23/09	23%					S&S FAB	
349	HOLD TUBE SKID	4 wks	Tue 8/20/08	Mon 8/26/08	0%					S&S FAB	
351	PLATFORMS	4 wks	Tue 8/20/08	Mon 8/26/08	75%					S&S FAB	
352	HOT WATER SET	3 wks	Tue 8/27/08	Mon 7/17/09	50%					S&S FAB	
353	CONDENSATE PUMP TRAP SKIDS	2.6 wks	Tue 8/27/08	Thu 7/13/09	0%					S&S FAB	
354	STEAM PRV STATIONS	2.6 wks	Tue 8/27/08	Thu 7/13/09	0%					S&S FAB	
355	DUMPER/BLENDER PIPING	2.8 wks	Tue 8/27/08	Fri 7/14/08	0%					S&S FAB	
356	BATCH TANK PRODUCT PIPING	4.6 wks	Tue 8/27/08	Thu 7/27/08	0%					S&S FAB	
359	TANK 350/370 & TP 374 PRODUCT CIP PIPING	4.6 wks	Tue 8/27/08	Thu 7/27/08	0%					S&S FAB	
368	VINPAC FILLER PIPING MAINS	2.8 wks	Wed 7/26/08	Mon 7/24/08	0%					S&S FAB	
366	HOMO/HX/HOLD TUBE PRODUCT/HWS&R PIPING	2 wks	Fri 7/7/08	Thu 7/20/08	0%					S&S FAB	
367	HANGERS	1 wk	Mon 7/17/08	Fri 7/21/08	0%					S&S FAB	
368	INGREDIENT PIPING	2 wks	Mon 7/17/08	Fri 7/28/08	0%					S&S FAB	
369	DUMPER/BLENDER HYDRAULIC PIPING	2 wks	Mon 7/17/08	Fri 7/28/08	0%					S&S - MECH	
368	HOSE STATIONS & SINKS	2 wks	Tue 7/18/08	Mon 7/1/09	0%					S&S - MECH	
361	TANK 310/330 STEAM & COND PIPING	3 wks	Thu 7/20/08	Wed 8/6/08	0%					S&S - MECH	
365	DUMPER/BLENDER PRODUCT/PW/CIP PIPING	3 wks	Mon 7/24/08	Fri 7/11/08	0%					S&S - MECH	
369	GLYCOL SUPPLY/RETURN PIPING	3 wks	Wed 7/26/08	Tue 8/15/08	0%					S&S - MECH	
360	TANK 330/370 & TP374 PRODUCT CIP PIPING	3 wks	Fri 7/28/08	Thu 8/17/08	0%					S&S - MECH	
362	TANK 310/330 PRODUCT CIP PIPING	3 wks	Fri 7/28/08	Thu 8/17/08	0%					S&S - MECH	
363	HOMO/HX/HOLD TUBE PRODUCT/HWS&R PIPING	4 wks	Mon 7/31/08	Fri 8/25/08	0%					S&S - MECH	
364	INGREDIENT & HIGH CIP PIPING	2.8 wks	Fri 8/1/08	Wed 8/6/08	0%					S&S - MECH	
367	PUMP SEAL WATER PIPING	2 wks	Thu 8/2/08	Wed 8/6/08	0%					S&S - MECH	
370	LOT INSULATION/JACKET	2 wks	Thu 8/2/08	Wed 8/6/08	0%					S&S - MECH	
229	PROCESS/INST. CONTROL WIRING	48 days	Mon 7/1/08	Wed 8/1/08	0%					S&S - RU	
281	WINPAC FILLERS & CONVEYOR	26 days	Wed 7/12/08	Wed 8/1/08	0%					S&S ELEC	
262	SET WINPAC	2 wks	Wed 7/12/08	Fri 7/25/08	0%					S&S - MECH	
283	SET CONVEYOR	1 wk	Tue 7/13/08	Mon 8/4/08	0%					S&S - MECH	
284	SET BOX ERECTOR	2 days	Tue 8/15/08	Wed 8/16/08	0%					S&S - MECH	
384	PROCESS CONTROLS DRY CHECKS	1 wk	Thu 8/16/08	Wed 9/2/08	0%					OWNER	
383	SPRINKLER COMMISSIONING	3 days	Thu 8/17/08	Mon 8/17/08	0%					S&S - FX	
385	KETCHUP READY FOR COMMISSIONING	0 days	Wed 8/20/08	Wed 8/20/08	0%					OWNER	
386	KETCHUP COMMISSIONING	18.5 days	Thu 8/21/08	Mon 10/9/08	0%					OWNER	
387	PASSIVATION	2 days	Thu 8/21/08	Fri 8/22/08	0%					OWNER	
388	BATCH SIMULATION (WATER)	4 days	Mon 8/25/08	Thu 8/28/08	0%					OWNER	
389	TANK FILL	1 day	Mon 8/25/08	Mon 8/25/08	0%					OWNER	
390	GLYCOL & UTILITY SYSTEMS (HEAT/COOL)	1 day	Tue 8/26/08	Tue 8/26/08	0%					OWNER	
391	HOMOGENIZER (FACTORY START-UP)	2 days	Tue 8/26/08	Wed 8/27/08	0%					OWNER	
392	DUMPER/BLENDER (FACTORY START-UP)	1 day	Mon 8/25/08	Mon 8/25/08	0%					OWNER	
393	VINPACKS (FACTORY START-UP 10% PRODUCT)	2 days	Tue 8/26/08	Wed 8/27/08	0%					OWNER	
394	CIP CIRCUIT CHECKS (WATER ONLY)	1 day	Wed 8/27/08	Wed 8/27/08	0%					OWNER	
395	CIP CIRCUIT CHECKS (WITH CHEMICALS)	1 day	Thu 8/28/08	Thu 8/28/08	0%					OWNER	
396	CONTINUOUS BATCH SIMULATION (DILUTE PRODUCT)	2 days	Fri 8/29/08	Sat 9/3/08	0%					OWNER	
397	CIP CLEAN	0.5 days	Sun 10/1/08	Sun 10/1/08	0%					OWNER	
398	PRODUCT/QUALIFICATION RUNS	3 days	Sun 10/1/08	Wed 10/4/08	0%					OWNER	
399	PRODUCT HOLD/TESTING	7 days	Mon 10/2/08	Mon 10/9/08	0%					OWNER	
400	KETCHUP COMMISSIONING COMPLETE	0 days	Mon 10/9/08	Mon 10/9/08	0%					OWNER	
401	CRYOVAC 3002/3000 CHANGE-OUT	161.8 days	Fri 8/11/08	Tue 3/9/09	0%					OWNER	
401	JELLY & PREMO-J	182 days	Fri 8/11/08	Tue 3/9/09	0%					OWNER	



Exhibit C

Project Condor – McCormick & Company, South Bend

PARTNERSHIP BASE T&M RATES

The items listed below summarize the mark-ups for the Work at the McCormick & Company condiment facility in South Bend, IN. S&S shall be reimbursed for the work as follows:

1. Engineering and Management Rates are as listed on the Standard Engineering & Project Management Rates - 2004/2005 schedule dated 01/06/04 and will not incur any additional mark-ups.
2. In-House reproduction costs are per the fee schedule referenced above with no additional mark-ups.
3. Wages, fringes, payroll taxes, insurance, small tools and consumables (as defined in items 9&10 below) paid for labor in the direct employ of the Contractor in the performance of the work will incur a mark-up of 15% overhead, 5% profit.
4. Materials purchased by Contractor for the project shall be reimbursed at Contractor's actual cost plus 10% to cover overhead and 5% for profit.
5. Equipment purchased by Contractor for the project having a net cost of under \$100,000 per item, shall be reimbursed at Contractor's actual cost plus 10%.
6. Equipment purchased by Contractor for the project having a net cost of over \$100,000 per item, shall be reimbursed at Contractor's actual cost plus 5%.
7. Payments made by the Contractor for Subcontracts and design consultants pursuant to the performance of the Work, shall be at Contractor's actual cost, plus 7%.
8. Rental equipment (exclusive of small tools) shall be charged at the AED Green Book (American Equipment Distributors), MCA (Mechanical Contractors Association) and/or NECA (National Electrical Contractors Association) rates. Small tools shall be defined as having a value of \$500 or less. Small tools, whether purchased for the job, rented, or provided from Shambaugh stock, shall remain Shambaugh property. Costs for this item is to be covered by a 3% fee against the total labor costs including fringes, taxes, insurance and mark-up for personnel in direct employment of Contractor. Outside rental equipment shall be reimbursed at Contractor's actual cost plus 10%.
9. Consumables shall be covered by a 4% cost against the total labor costs including fringes, taxes, insurance and mark-up for personnel in direct employment of Contractor. (see "Exhibit C" for definition of consumables)
10. Pre-fab shop fabrication cost of \$9 per hour for tools, consumables and utilities.
11. Miscellaneous charges shall be all costs not specified elsewhere and shall be billed at Contractor's actual cost, plus 10% to cover overhead. These items include, but are not limited to, the following:
 - a. Cost of premiums for all bonds and insurance which Contractor is required by Owner to purchase and maintain beyond contractor's normal insurance coverages.
 - b. Permit fees and deposits lost for causes other than Contractor's negligence.
 - c. Minor expenses incurred at the site, such as telegrams, long distance telephone calls, telephone service, expressive and similar petty cash items in connection with the work. Electric, gas, oil, water and sewer utilities, field office power and heat, etc.
 - d. Sales, use or similar taxes related to the Work and for which the Contractor is liable imposed by any governmental authority.
 - e. Travel costs, per diem and expenses to and from the jobsite.
13. Charges shall be paid in full within ten (10) days of receipt of invoice.



Exhibit D

Created 04/09/96
Revised 01/06/04

Standard Engineering & Project Management Rates—2004/2005

RATES

Principal	\$150.00
Project Executive	\$125.00
Corporate Safety Officer	\$120.00
Program Manager	\$ 90.00
Project Team Engineering Manager	\$ 90.00
Project Manager	\$ 85.00
Field Superintendent.....	\$ 70.00
Assistant Project Manager or Project Engineer.....	\$ 70.00

Senior Engineers & Estimators

Process Engineer	\$ 85.00
Mechanical Engineer	\$ 85.00
Electrical Engineer.....	\$ 85.00
Control Systems Engineer.....	\$ 85.00
Estimator.....	\$ 85.00

Engineers & Estimators

Process Engineer	\$ 75.00
Mechanical Engineer	\$ 75.00
Electrical Engineer.....	\$ 75.00
Control Systems Engineer.....	\$ 75.00
Instrument Technician	\$ 75.00
Fire Protection Engineer	\$ 75.00
Estimator.....	\$ 75.00

Designers/CADD Operators (Planning Department)

Senior Piping Designer	\$ 65.00
Piping Designer.....	\$ 57.00
CADD Draftsman	\$ 53.00

Miscellaneous Services

Process Modeling	\$125.00
Procurement Officer	\$ 65.00
Contracts Administrator	\$ 60.00
Quality Control Manager.....	\$ 60.00
Safety Engineer	\$ 70.00
Cost Engineer	\$ 60.00
Other (Detail) Secretarial	\$ 30.00

IN-HOUSE REPRODUCTION COST SCHEDULE

Item	8½ x 11	8½ x 14	11 x 17	D Size	E Size (42x30) F Size (40x28)
Xerox on Bond	.10	.17	.27	4.50	5.38
Velum Sepia	--	--	--	6.00	7.00
Mylar Film	--	--	--	10.00	13.00
Blueprint	--	--	--	2.00	3.00
B/W Plot	--	--	3.00	5.00	6.00
Color Plot	--	--	3.00	6.50	7.50

EXHIBIT E

Typical List of Consumables

Abrasives - cloth, paper, powders, rubbing wheel
Abrasive cutoff disc
Acid
Acid Suits
Air hoses & couplings - temporary use
Alcohol - construction only
Anti-freeze - construction equipment (Contractor Owned)
Anti-Seize
Aprons - rubber, asbestos, etc.
Arbors - Holesaw blasé, router, etc.
Augers Bits (see Bits)
Backing pads (electric sanders)
Badges - identification
Bags - paper, cotton, burlap, welder rod
Baking Soda
Bands - safety hat, rubber & steel for banding machines
Barrel pins
Barrels - water & trash
Batteries - dry cell, flashlight, automotive construction equipment, AA, C, D, 9V
Belt dressing & lacing
Belt - lifting, safety
Benches
Bits - auger, drill steel, wood, concrete, ground, etc.
Blacksmith coat - for shop forge
Blasting caps
Blades - band saw, hack saw, brick saw, circular saw, rip saw, power saw, combination, cut-off saw, sabre saw, holesaw, etc.
Blankets - asbestos, fire, safety, blasting
Bombs
Boots - rubber (safety)
Bottles - construction use
Brass - Employee I.D.
Brads
Breathing Air
Bricks - rubbing
Brooms - hand, all types
Brushes - dope, fitting, paint, scrubs, marking
Buckets - water, cement, tar, 2 & 5 gallon, metal & plastic types, etc.
Bulbs - electric flashlight - temporary facilities
Burlap - material, sacks
Cable - clips, rigging wire

Cadweld molds & shot
Candles
Cans – oil, gasoline, water, measuring
Canvas
Carbide
Carborundum – cut off blades, rubbing stones, blocks, wheels
Cartridge – grease, stud gun
Caulking – all types, excludes permanent
Chains
Chalk & chalk lines
Chamois
Charcoal
Checks – tools, payroll, etc.
Chico
Clamps – cable, hose, ground, welding, etc.
Cleanser – hand compound, powder
Cleaning material – compound, fluid, motor, cleanser
Cloth – alozite, emery, hardware, sandpaper, straining wiping
Clothing – when working with acids, hot liquids, or materials
Coal & coke – fuel, blacksmith
Concrete sample cans
Conduit pulls
Containers – storage
Coveralls – paper
Connector – welding lead
Contact Cleaner – spray cans
Corks
Cotter pins – construction equipment
Couplings, hose – temporary use (replacement & spares)
Computer supplies – paper, disc, etc.
Cover lenses – all types
Crayon – lumber, marking
Creams – protective hand and face
Cutting oil & paste
Degreaser – spray
Demolistorant – spray
Demolition points – maul
Detergents
Detonators – dynamite caps
Die nuts
Dies – bolt, pipe, threading
Dippers
Disc – abrasive and cutting
Disinfectant
Dispensers – drinking water, salt, tablet, paper cups, paper towels, soap, tissue
Dowel pins

Dressing – belt, emery, wheel
Drill bits – shank, twist, star for hand power drills and rotary/chipping, hammers
Drill steel
Drinking cups
Drop cloths
Drum faucets
Dry ice
Dusters – feather
Dusters – drafting, table, etc.
Dust masks
Drift pins
Ear plugs – for safety
Electric lock-out tags
Electric light bulbs – for construction use
Electric – extension cords, power cords, welding cable leads and wire fixtures and fitting
for temporary use
Electrode holders
Emery cloth, paper, wheels
Engineering supplies – pens, paper, erasers, etc.
Engineering supplies – stakes, tacks, etc.
Envelopes
Erasers – rubber, etc.
Extension cords
Extinguishers – hand, fire (including refills)
Explosive charges – nail guns, cadwell, etc.
Extractor, screw, pipe
Eyeglass wipers
Face shield – for grinding and saw operations
Fasteners – temporary use
Files – metal, wood
Fire extinguisher recharges (temporary)
First aid supplies
Fittings – hose garden type
Flags – danger and caution indicators
Flares – railroad, etc.
Flashlights and flashlight batteries
Flints – welding lighter
Floor – sweeper
Flux
Foamite
Foot, toe, shin, knee guards – while using jackhammers, air tamps and handling heavy
materials
Foul weather gear
Friction lighters
Friction tape
Fuses – for construction equipment & calibration/metering devices

Gads
Galvanizing compounds
Gases
Gasket material – for temporary use
Glass – goggle and helmet
Glasses – for welding hoods
Glasses – safety
Globes – lantern, light
Gloves – special, soapstone, leather, plastic, rubber welding, etc.
Glue – all types
Glycerin
Goggles – welding, safety, lenses, etc.
Gouging carbons
Graphite
Grease
Grinding compound
Grinding wheels
Guards – foot-toe-shin-knee, while using jackhammers, air tamps, etc.
Gumbacks – for typing
Hacksaw blades
Hand cleaner – GoJo
Handles – for tool
Hard hats – assemblies, liners, sandblasting, sweatbands, caps, safety, welding
Hardware cloth
Hasps & keepers
Hats – rain, safety, liners, bands
Heli-Arc parts – TIG, MIG
Helmets – hard hats
Hinges – for temporary use
Hods – brick, mortar, rivet
Holders – electrode, tissue
Hoods – welder, sandblasting
Hose – garden, air, paint, sandblast, stee, water – all types
Hose couplings – for construction use
Ice – boxes and tongs
Ink – marking
Insecticides
Insulation clips
Janitorial supplies
Joint sealer
Jute
Keel – lumber crayon
Kegs – water
Kerosene
Keys – cotter – for construction equipment
Keys – for chucks and locks

Key Paste

Kits - first aid, knee pads
Knives - draw, putty, linoleum
Ladles - melting, lead pouring
Lamps - flashlight, lighting, electric, for construction use
Lanterns - kerosene and gasoline
Lashing - wire rope
Lenses - for welding, goggle
Leak detector
Lights - flood - for temporary use, excludes light plants or generators
Light bulbs - for construction use
Lighters - flint - for welders
Line - chalk, mason
Liners - hard hat
Locks - for temporary use, door, gangbox
Locktite
Lumber forms
Mantles - gas lantern
Mandrels
Masks - dust
Masonry anchors, drills - carbide tops, Hilti
Matches
Material charge tickets
Maul points
Milk of Magnesia (for stainless steel bolting)
Mops - head, bucket, stick, wringer
Molydry
Nails - brads, tacks, for temporary use (Duplex)
Nozzles - water hose, sandblasting, cleaning
Oakum - temporary plumbing
Office supplies
Overshoes
Oil dry - all types
Oil cutting - penetrating
Oiler - pump type
Packing - construction use, water, steam
Padlocks
Pails - water
Paint brushes
Paint - for temporary marking (Demo pipe)
Paint remover - temporary only
Paper - sand, emery, towels, toilets, wrapping, etc.
Patterns - pipe layout, wrap-a-rounds, etc.
Paving breaker points
Pencils
Pesticides

Phase tape - electrical
Pipe pits
Plasticbond - touch-up
Plumb Plugs - test plugs
Plumbing drain cleaner
Plumb bobs
Points - mull
Polish furniture
Polyethylene covers
Polyethylene sheeting - rolls
Postage
Primacord
Punches - back out, hob, gaskets
Punches - center
Putty - wood
Putty knives
Radiator sealer
Rags - regular, lint free
Raincoats
Ramset charges
Razor blades
Red slick stuff
Regulators - oxygen, acetylene, etc.
Respirators - filter type 9 paper
Rigging gear - chokes up to 1-1/2" diameter
Rock drills bits
Rock salt - deicing compounds
Rods - dies
Rodent poison
Rollers - for skidding
Rope - sisal, manila, jute, wire, polypropylene
Rubbing stones
Rules - folding 6' or 8' tape, roll
Safety belts
Safety & first aid supplies
Safety equipment - stretchers
Safety glasses
Salt tablets and dispensers
Safety signs
Sandblast apparatus and hoses
Sandpaper
Sash cord
Saw blades - concrete, wood, masonry
Scales - architects, engineers
Screens - sand
Seap - wire pulling, hand, etc.

Trash bins
Twine - wrapping
Twist drills
Umbrellas
Visqueen
Washroom supplies
Waste - wiping and dispensers
Water coolers - construction use
Wax - for form lumber
Welding hood lens
Weld tests dies
Wheels - abrasive, grinding, wire, brush
Whetstones
Wing nuts - construction use
Wiping cloth and rags
Wire - for temporary use
Wire brushes
Wire markers

EXHIBIT F

CONFIDENTIALITY AGREEMENT

I. PARTIES:

- A. Hereinafter referred to as "Sub-Contractor"
- B. SHAMBAUGH & SON, L.P., 7614 Opportunity Drive, Fort Wayne, IN 46801, hereinafter referred to as "Corporation."
- C. EMPLOYEES OF SUB-CONTRACTOR are hereinafter referred to as "Employees."

II. RECITALS:

- A. Corporation is a supplier of services to its client, McCormick Foods, and desires to secure all confidential information in their behalf.
- B. Sub-Contractor desires to furnish supplies, equipment, or services to Corporation and is willing to execute this agreement for the purpose of protecting Corporation's client's trade secrets as part of the consideration for furnishing such materials, equipment or services.
- C. The Employees are the managers, technical specialists and tradespersons employed by Sub-Contractor who have been assigned by Corporation to perform work and services on the proposed contract with Corporation; and said Employees agree to execute this instrument and be bound by the provisions thereof.

III. AGREEMENT:

In consideration of the opportunity to bid (including review of specifications for bidding or submission or price quotation); or the sale by Sub-Contractor to Corporation of materials, equipment or services; and the employment of Employees by Sub-Contractor on the proposed contract with Corporation;

THE PARTIES HEREBY AGREE AS FOLLOWS:

- A. Recitals. The Recitals to this Agreement are incorporated herein by reference.
- B. Confidential Information. That all Corporation and its client's Procurement data, product and processing formulas, marketing survey data, financial records, customer identification and information, product pricing formulas, equipment and machinery use, plant lay-out, manufacturing capabilities, production rates, and other information designated by Corporation as confidential and in which Sub-Contractor or its Employees come into possession by virtue of the relationship created under the agreement to

furnish materials, equipment or services to corporation, are proprietary and confidential to Corporation, and such proprietary and confidential matters, of Corporation. Such original information and data should not be duplicated and should be returned upon completion of such work.

- C. Treatment of Confidential Information. Sub-Contractor and Employees shall treat and protect such proprietary and confidential matters described in subparagraph B, above, in a manner consistent with the maintenance of trade secret rights and to take appropriate action by instruction or agreement with Employees who are permitted access thereto to satisfy its obligations hereunder.
- D. Not to Divulge, Publish or otherwise Disclose Confidential Information. Sub-Contractor and Employees will not divulge, publish, or otherwise reveal, either directly or through any other person or firm, either during the term of the contract between Sub-Contractor and Corporation or thereafter, any knowledge or information or any facts, procurement data, product and processing formulas, marketing survey data, financial records, customer identification or information, product pricing formulas, equipment and machinery use, plant lay-out, manufacturing capabilities, production rates, and other information designated by Corporation, including the method or manner of manufacturing, compounding or preparing any of the products manufactured by Corporation from such processes now or hereinafter owned by Corporation, or to use name in advertising of Sub-Contractor's equipment or systems, or to reveal, divulge, or make known to any person or firm any such confidential information whatsoever in connection with Corporation or Corporation's business or anything connected therewith. This covenant shall not apply to such information known by Sub-Contractor or Employees prior to the date of the Agreement or becomes common knowledge within the industry thereafter.
- E. Appropriate Remedy. Sub-Contractor and Employees acknowledge the inadequacy of any legal remedy for the break of the covenants herein contained and authorize and consent to equitable and injunctive relief as Corporation may deem necessary in conjunction with or separate from any other cause of action which Corporation may have against Sub-Contractor or Employees for break of this covenant.
- F. Procedures for Preserving Confidentiality. Sub-Contractor and Employees shall comply with any and all procedures that Corporation may adopt to preserve the confidential information of Corporation. Corporation shall furnish Sub-Contractor with copies of any and all procedures that Corporation may adopt in this regard.

- G. Applicable Law. The rights and obligations created herein shall be interpreted and governed according to the laws of the State of
- H. Arbitration. Any dispute or controversy arising from or relating to this agreement shall be decided by arbitration in the cities by the American Arbitration Association in accordance with the rules and regulations of that association. At the request of either the Corporation, Supplier, or the Employees, arbitration proceedings will be conducted in the utmost secrecy; in such case, all documents, testimony of records shall be received and maintained by the arbitrators in secrecy, available for inspection only by the Corporation, Supplier, or the Employees and by their respective attorneys and experts who shall agree, in advance and in writing, to receive all such information confidentially and to maintain such information and secrecy until such information shall become generally known.
- I. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties and successors and assigns.

Dated this day , 2000.

(Corporation)

By: _____

Shambaugh & Son, L.P.
(Corporation)

By:

